

**BEFORE THE
PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-____-C**

Application of)	
)	
Peak Tower, LLC)	
)	
for a Certificate of Public Convenience)	APPLICATION
and Necessity to Provide Resold and)	
Facilities-Based Local Exchange,)	
Exchange Access and Interexchange)	
Telecommunications Services in the State)	
of South Carolina, and For Alternative)	
and Flexible Regulation)	

Peak Tower, LLC (“Applicant”), by undersigned counsel and pursuant to South Carolina Code Sections 58-9-280(B) and 58-9-310, and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby requests the issuance of a Certificate of Public Convenience and Necessity (“CPCN”) to Applicant to provide facilities-based and resold local exchange service (including exchange access) and interexchange telecommunications services throughout the State of South Carolina. Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-____ 55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. In addition, Applicant requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

Applicant principally proposes to offer facilities based local exchange telecommunications services to carrier customers throughout the State of South Carolina. Specifically, Applicant expects to offer wholesale transport and backhaul services to wireless carriers and other service providers. Applicant will provide such services using optical technology connecting customer-provided wireless capacity equipment to customer or Applicant provided bi-directional radio frequency to optical conversion equipment. All services will be available twenty-four hours a day and seven days a week. Applicant will begin offering service if this Application is granted.

Applicant will not initially offer voice services (or any other switched services), but seeks authority to do so, should Applicant decide to expand its services as market conditions dictate. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina. Applicant does not intend to provide retail residential local exchange services in South Carolina, and therefore the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607.

Applicant respectfully submits that granting this Application will serve the public interest of South Carolina by encouraging technological innovation, the deployment of new infrastructure, lower rates through increased competition, and greater reliability and capacity in

existing networks. Specifically, Applicant's services supplement wireless coverage without requiring the construction of large towers due, in part, to the smaller types of antennas utilized by Applicant. By expanding the capacity and availability of wireless services in South Carolina, the State's telecommunications infrastructure will be improved and economic development will be facilitated.

In support of this Application, Applicant respectfully states as follows:

1. The name and address of the Applicant is:

Peak Tower, LLC
591 Lytton Ave.
Palo Alto, CA 94301
Tel. (251) 662-1170

2. Correspondence concerning this Application should be directed to Applicant's attorneys:

Jack Pringle
Adams and Reese, LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Tel: 803 343-1270

with a copy to:

Adam Bowser
Arent Fox LLP
1717 K St. NW
Washington, DC 20006
Tel. 202 857-6000

3. If this Application is granted, the Commission should direct all correspondence directly to Applicant's regulatory contact: —

Allan Bakalar
Vice President and General Manager
Peak Tower, LLC
9501 International Court North
St. Petersburg, FL 33716
Tel. 727 471-5681

4. Description of Applicant

Applicant is a Delaware limited liability company formed on February 26, 2010. Copies of its Certificate of Formation and Certificate of Authority to Transact Business as a foreign entity in South Carolina are attached hereto as Exhibit A.

5. Officer, Directors, and Legal Counsel

The following individuals serve as Applicant's Officers:

Joseph Stockwell	Operations
Michael Hakimi	Sales/Finance
Richard Saffir	Legal

The following individuals serve as Applicant's Legal Counsel

David B. Fountain	General Counsel
Jack Pringle	South Carolina Counsel
Adam Bowser	Outside Counsel

6. Customer Service

Applicant understands and values the importance of quality customer service for South Carolina's consumers. Applicant's customers will be able to contact Applicant regarding customer service issues at in writing at Applicant's contact address, and via a customer service email address, all of which will be available at Applicant's website, www.peak-tower.com, and will be printed on each customer's invoices.

7. Financial Ability

Applicant has sufficient financial resources to operate in South Carolina. Applicant's unaudited financial statements are attached hereto as Exhibit B. Applicant is seeking confidential treatment of these statements, and is providing these financials under seal by means of the Motion for Protective Treatment has been filed concurrently with this Application.

8. Managerial and Technical Ability.

Applicant is technically and managerially qualified to provide the services described in this Application in South Carolina. Applicant's operations will be directed by its existing corporate management, technical, and operations staffs responsible for the telecommunications operations of Applicant. The names and titles of Applicant's key officers are set forth in Section 5. Exhibit C to this Application sets forth a brief overview of the technical and managerial experience of those individuals. Officers may be contacted at Applicant's principal place of business indicated above. Neither Applicant nor any of its officers, directors, partners, managers, or members has been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Applicant's ability to provide telecommunications services in South Carolina.

9. Proposed Service Territory

Applicant proposes to offer facilities based local exchange service throughout the entirety of South Carolina. Local exchange service will be offered within the present operating areas of the Incumbent Local Exchange Carriers ("ILECS") to the extent open to competition. Exhibit D attached hereto, contains Applicant's proposed informational tariff.

10. Public Interest and Necessity

As described in this Application, Applicant is managerially, technically, and financially qualified to provide telecommunications service in South Carolina. By expanding the availability of telecommunications services in South Carolina, the State's telecommunications infrastructure will be improved and, with it, economic development will be facilitated. Also, Peak's services are designed to supplement wireless coverage without requiring the construction of large towers.

Grant of this application will have both direct and indirect public benefits. The public will benefit directly through use of Peak's services, and indirectly in that with Peak in the market, the increased competition will provide an incentive for existing carriers to improve their service offerings and become more efficient, productive, and innovative.

For all of these reasons, the public convenience and necessity will be served by the Commission's issuance of a Certificate of Public Convenience and Necessity to Applicant authorizing it to provide services as described herein.

The grant of this Application is consistent with S.C. Code Ann. § 58-9-280(B). Accordingly, Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

Typically in the telecommunications industry, as new entrants arrive in a market, the increased options have had positive effects on choice, price of services, and the performance of those services, thus providing concurrent benefits to consumers. Furthermore, as prices have decreased due to competition market demand has increased, resulting in increased revenues for both new entrants and established firms. Peak's presence in South Carolina will incentivize other

telecommunications providers to operate more efficiently, offer more innovative services, reduce prices, and improve quality of service as well.

For all of the above reasons, the approval of this Application is in the public interest.

11. Waivers and Regulatory Compliance

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive the following Commission Rules and grant regulatory treatment as set out herein:

A. 10 S.C. Reg. 103-610: Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in its operational headquarters indicated above. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request, and will also make those books and records available to the Commission Staff or the ORS its offices in California, and will bear the reasonable expense of travel for the Commission Staff or ORS to examine those books and records located outside South Carolina.

B. 10 S.C. Reg. 103-611: Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP"). In addition to the above requested

waivers, Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively in the South Carolina telecommunications market.

C. Flexible Regulation of Local Exchange Services: Applicant respectfully requests that any future switched local exchange service offerings be regulated in accordance with the procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

Alternative Regulation of Business Service Offerings. Applicant requests that all of its future interexchange switched business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc.

("AT&T"). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

CONCLUSION

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access and interexchange telecommunications services, and grant Applicant's request for alternative and flexible regulation and the waivers described herein.

Respectfully submitted,

By: /s/John J. Pringle, Jr.
John J. Pringle, Jr.
Adams and Reese, LLP
1501 Main Street, 5th Floor
Columbia SC 29201
Tel. 803-254-4190
Counsel for Applicant

April 4, 2018

LIST OF EXHIBITS

Exhibit A - Certificate of Formation/ Certificate of Authority

Exhibit B - CONFIDENTIAL Financial Statements (Filed UNDER SEAL)

Exhibit C -- Technical and Managerial Overview

Exhibit D - Proposed Informational Tariff

Exhibit E - Proposed Notice of Filing

EXHIBIT A

Certificate of Formation / Certificate of Authority

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PEAK TOWER, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2010, AT 6:25 O'CLOCK P.M.



4793503 8100

100222709

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7840250

DATE: 03-01-10

CERTIFICATE OF FORMATION

OF

PEAK TOWER, LLC

1. The name of the limited liability company is **PEAK TOWER, LLC**.

2. The address of its registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, City of Wilmington, Zip Code 19808, County of New Castle and the name of its registered agent is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of **PEAK TOWER, LLC** this 26th day of February, 2010.



Richard A Saffir, Organizer

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

PEAK TOWER, LLC,

a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on February 13th, 2018, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 27th day
of March, 2018

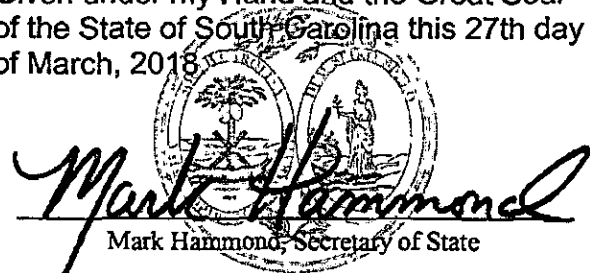

Mark Hammond, Secretary of State

EXHIBIT B

CONFIDENTIAL Financial Statements (Filed UNDER SEAL)

EXHIBIT C

Technical & Managerial Overview

Mike Hakimi – Sales & Finance

Mike is primarily responsible for sales and finance on behalf of Peak Tower, LLC and currently serves on its board of managers. Prior to his involvement with Peak Tower, Mike has served in senior executive roles at several successful telecommunications companies. Most recently, he has focused on wireless infrastructure businesses in the Southeastern U.S. including Progress Telecom (metro fiber), PT Holding Company (wireless attachments) and Tower Cloud (fiber backhaul). On behalf of these companies, Mike has also managed strategic transactions including M&A, private equity investments and strategic asset sales.

Joseph Stockwell – Operations

Joe is responsible for overseeing the operation of Peak Tower, LLC's infrastructure and the provision of the related services to Peak Tower's customers. Before his involvement with Peak Tower, Joe served as CEO of the reorganized Exodus Communications after the closing of the sale of the majority of Exodus' assets to Cable & Wireless. Joe lead the execution of that transaction and as CEO managed more than \$500M in assets, guiding his team in identifying strategic buyers for various parts of the company's hosting operations in the U.S. and abroad. Prior to his appointment as CEO, Joe served as Exodus' Senior Vice President for Corporate Development. At Exodus, Joe completed 9 acquisitions with a total value exceeding \$7B. Before joining Exodus, Joe was vice president of business development at Secure Computing and senior director of corporate development at Apple Computer Inc. In addition, Joe has served as a Board member and President of EPIK Communications (lit fiber services), as Board member and Vice Chairman of Progress Telecom (lit fiber services, sold to Level 3 in 2006), and is a co-founder of Tower Cloud, a broadband tower backhaul services provider. Joe received a B.S degree in Marketing from Cleveland State University and a J.D. from Boston College.

Richard A. Saffir – Legal

Prior to Rich's involvement with Peak Tower, LLC, Rich served as lead in-house counsel with respect to the sale of Progress Telecom's fiber optic transport network to Level 3 Communications, and as the founding General Counsel of Tower Cloud (a start up focusing on fiber based backhaul services). Less recently, Rich served as lead counsel in connection with the acquisition of EPIK Communications, Inc. and helped successfully restructure EPIK, and lead it through its merger with Progress Telecommunications. In addition, Rich has served as Special Counsel to Handspring, working on the launch of the Treo PDA, and before that, as the Associate General Counsel of Imagine Media, Inc., a publisher of business and technology related magazines such as Mac Addict and Business 2.0. Before Imagine Media, Rich was a General Partner at Bronson, Bronson & McKinnon, LLP (a San Francisco based full service law firm with over 150 attorneys), where he served as the head of Bronson's Business/Tax Department, and as the California representative to the U.S. Law Firm Group's State and Local Tax Committee. While in private practice, Rich worked primarily for closely held start ups, emerging growth companies, and their owners/founders. His practice areas include mergers and acquisitions, corporate and securities laws matters, as well as intellectual property matters, with a particular emphasis on tax planning, compliance and controversy matters. Prior to law school, Rich received Bachelor's degrees in International Relations and Technical Theatre/Stage Lighting and Design from Harpur College/SUNY Binghamton, a Juris Doctor degree from Albany Law School, and a Master of Laws degree (LLM in taxation) from New York University.

EXHIBIT D

Proposed Informational Tariff

Tariff Schedule
Applicable to
TELECOMMUNICATIONS SERVICES
of
PEAK TOWER, LLC
For Statewide Service in South Carolina

Effective:

CHECK SHEET

The Title Sheet and Sheets 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET.</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original

Effective:

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable to Peak Tower, LLC ("Company").

The Company has been authorized by the Public Service Commission of South Carolina ("PSC") to provide telecommunications services throughout the State of South Carolina.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the PSC.

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunication Relay Service Advisory Committee

Effective:

EXPLANATION OF SYMBOLS

- A. To signify **changed** listing, rule or condition which may affect rates or charges.
- B. To signify **deleted or discontinued** rate, regulation or condition.
- C. To signify a change resulting in an **increase** to a Customer's bill.
- D. To signify that material has been **relocated** to another tariff location.
- E. To signify a **new** rate, regulation, condition or sheet.
- F. To signify a change resulting in a **reduction** to a Customer's bill.
- G. To signify a change in **text** but no change to rate or charge.

MUNICIPALITIES OR TERRITORIES SERVICED

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

Effective:

APPLICABILITY

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of South Carolina.

This tariff applies only for the use of the Company's services for communications between points within the State of South Carolina; this includes the use of the Company's network to complete an end to end intrastate communication.

AVAILABILITY OF THE COMPANY'S TARIFF

A complete copy of the Company's current tariff is maintained at the Company's business offices located at:

Peak Tower, LLC
591 Lytton Ave.
Palo Alto, CA 94301
Tel. (251) 662-1170

This tariff is also available for public inspection at the Public Service Commission of South Carolina.

Effective:

SECTION 1 - RF TRANSPORT SERVICE

1.1. Application of Rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

1.2 RF Transport Service

(A) General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

(B) Minimum Term

The minimum service term for RF Transport Service is five (5) years.

Effective:

(C) Schedule 1 - Rates and Charges For RF Transport Service

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

<u>Description</u>	<u>Fee per Segment</u>
Nonrecurring connection charge	Individual Case Basis
Monthly recurring charge	Individual Case Basis

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

Effective:

SECTION 2 – DEFINITIONS

Channel:

A communications path between two or more points of termination.

Commission:

Public Service Commission of South Carolina.

Company:

Peak Tower, LLC

Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Designated Premises:

The premises specified by the Customer for origination or termination of services.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Facilities

Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Holidays:

The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

RAN

A radio access node.

Transmission Path:

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Effective:

SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 — Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of South Carolina.

The Company provides competitive access provider services to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

3.2 — Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

3.3 — Contract or Agreements

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be

Effective:

made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis

3.4 — Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service, pursuant to Commission Regulation 103-621. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will accrue on the amount deposited. The interest on deposits shall be accrued and paid in accordance with the Commission's regulations. The Company will credit such interest to each depositor by paying such interest in cash or deducting it from the amount of a bill for service.

3.5 — Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer that is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

(1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be in writing or oral, consistent with Commission Regulation 103-624.3.

(2) Notice by Company

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 10 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

3.6 — Rendering and Payment of Bills

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing

Effective:

date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.

- B. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- C. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-two (32) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. All late charges will be handled in conformance with Commission Regulation 103-622.2.
- D. The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

3.7 — Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to (251) 662-1170.

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the

Effective:

Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

A customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

3.8 — Cancellation of Service by Company

A. The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys' fees as determined by the PSC or by the Court; or
2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
5. For unlawful use of the service or use of the service for unlawful purposes; or
6. Failure to post a required deposit or guarantee; or
7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

B. The Company will provide the following notice of disconnection:

1. Written notice of the pending disconnection will be rendered not less than 10 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

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2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday; or any other day Company service representatives are not available to serve Customers.

C. Restoration of service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

3.9 — Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

3.10 — Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas, as applicable:

- (1) When to pay your bill;

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- (2) Billing detail including the period of service covered by the bill;
 - (3) Late payment charge and when applied;
 - (4) How to pay your bill;
 - (5) Questions about your bill;
 - (6) Network access for interstate calling;
 - (7) In addition to the above, each bill shall include the following statement:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from Peak Tower, LLC”

Company will also advise the Customer in writing of the Commission’s formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company’s written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

B. Deposit Receipts

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer’s name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company’s name, and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer’s deposit even if the Customer has lost the receipt.

3.11 — Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant’s account record may include, but shall not be limited to, account established date, ‘can-be-reached’ number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.

C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

3.12 — Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

3.13 — Information to Be Provided to the Public

A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours.

Copies of the Company's tariff schedules are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

3.14 — Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

3.15 — Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

3.16 — Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

Title to all facilities provided by Company under these regulations remains in Company's name.

3.17 — Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

3.18 — Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

Effective:

3.19 — Measurement of Service

Charges for service are without regard to mileage.

3.20 — Responsibilities of the Customer

- A. The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.
- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

3.21 — Special Construction

Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

- 1. non-recurring charges;
- 2. recurring charges;
- 3. termination liabilities; or
- 4. combinations of the above.

3.22 — Demarcation Points

Services shall be provided to mutually agreeable points of demarcation.

3.23 — Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

Effective:

3.24 — Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Effective:

SECTION 4 - PROMOTIONS

4.1 Promotional Offerings – General

Reserved for future use.

Effective:

EXHIBIT E

Proposed Notice of Filing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF AND HEARING AND PREFILE TESTIMONY DEADLINES

DOCKET NO. 2018- ____ - C

Application of Peak Tower, LLC for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange, Exchange Access and Interexchange Services in the State of South Carolina and for Alternative and Flexible Regulation.

Peak Tower, LLC ("Applicant") has filed an Application with the Public Service Commission of South Carolina (the "Commission") for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities Based Local Exchange and Interexchange (Including Exchange Access) Services within the State of South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C, and regulate its interexchange services in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Company's application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2018-____-C. Additionally, a copy of the application is available from the Company's representative, Jack Pringle, Adams and Reese, LLP, 1501 Main Street, 5th Floor, Columbia, SC 29201.

PLEASE TAKE NOTICE that a hearing, pursuant to 10 S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on, ____, 2018, at ____, before a Hearing Examiner in the Commissions Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

PLEASE BE ADVISED that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter.

Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before ____ by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. ***Please refer to Docket No. 2018-____-C and mail a copy to all other parties in this docket.*** Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before ____, 2018. ***Please refer to Docket No. 2018-____-C.***

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only): All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's Direct Testimony Due: ____; Other Parties of Record Direct Testimony Due: ____; Applicant's Rebuttal Testimony Due: ____; and Other Parties of Record Surrebuttal Testimony Due: _____. All Profiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under *Docket No. 2018-____-C*.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and *Docket No. 2018-____-C*.

PLEASE TAKE NOTICE that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.osc.sc.gov.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-___-C

IN RE:)	
)	
Application of)	
)	
Peak Tower, LLC)	
)	
for a Certificate of Public Convenience and)	CERTIFICATE OF SERVICE
Necessity to Provide Resold and Facilities-)	
Based Local Exchange, Exchange Access and)	
Interexchange Telecommunications Services)	
in the State of South Carolina, and For)	
Alternative and Flexible Regulation)	
)	

This is to certify that I have caused to be served this day, one (1) copy of the Application by placing a copy of same in the care and custody of the United States Postal Service (unless otherwise specified), with proper first-class postage affixed hereto and addressed as follows:

VIA ELECTRONIC MAIL SERVICE

Jenny Pittman, Esq
Office of Regulatory Staff
Legal Department
jpittman@regstaff.sc.gov

s/ John J. Pringle, Jr.
John J. Pringle, Jr.

April 4, 2018
Columbia, South Carolina